

# **EXHIBIT K**

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**From:** Steve Berman [mailto:Steve@hbsslaw.com]  
**Sent:** Monday, October 17, 2005 10:40 AM  
**To:** Haviland, Donald E.; Specter, Shanin  
**Cc:** Sean Matt; Thomas Sobol  
**Subject:** our agreement

***we agree to join . the group would prefer to redraft the agreement so that the fee stuff is in one place not several. also they want to clarify that you will pay the current assessment of 150k***

***we are due to submit a proposed class cert order today and we will list ks as proposed lead counsel***

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**From:** Steve Berman [mailto:Steve@hbsslaw.com]  
**Sent:** Monday, October 17, 2005 1:08 PM  
**To:** Haviland, Donald E.  
**Subject:** pls have someone send us how you want firm to appear on pleading

***i.e. names of lawyers eetc***

-----Original Message-----

From: Steve Berman [<mailto:Steve@hbsslaw.com>]  
Sent: Saturday, October 15, 2005 2:26 PM  
To: Specter, Shanin; Thomas Sobol  
Cc: Haviland, Donald E.  
Subject: RE: DRAFT co-counsel agreement

I agree this reflects what we discussed. My only issue I have as follows. In the penn case I don't want you using our expert work product unless we agree, we have spent several years working with a panel of experts and we don't want them saying something in penn case that would later hurt any other case. This is part of par 6, would appreciate your thoughts

-----Original Message-----

From: Specter, Shanin [<mailto:Shanin.Specter@KlineSpecter.com>]  
Sent: Saturday, October 15, 2005 8:11 AM  
To: Steve Berman; Thomas Sobol  
Cc: Haviland, Donald E.  
Subject: DRAFT co-counsel agreement

Steve/Tom -- here is the draft agreement...

DRAFT

It is hereby agreed between the MDL co-lead counsel and Kline & Specter as follows:

1. MDL co-lead counsel have invited Kline & Specter to join the litigation of plaintiffs' claims in MDL 1456.
2. Kline & Specter and MDL co-lead counsel will file claims for Kline & Specter's consumer clients in MDL 1456 to comply with the opinion and order of Judge Saris of August 2005 respecting consumer claims.
3. MDL co-lead counsel will fully support and endorse Kline & Specter as an additional co-lead in MDL 1456.
4. Kline & Specter will be compensated for their time and costs on a par with the co-leads. All current co-leads' and Kline & Specter's compensation may be modified from parity to the extent appropriate under principles of equity and fairness. Kline & Specter's time and costs to date, which total approximately 2-3 million dollars will be added to the already existing time and costs of current MDL co-lead counsel and be compensated along with other current MDL co-lead counsel upon recovery of attorneys' fees and costs in MDL 1456.
5. Kline & Specter will make contributions to the Litigation Fund on par with the other co-leads for expenses going forward. MDL counsel and Kline & Specter will promptly exchange time records and costs records and will share such information going forward. All counsel will keep records distinctly allocating time and costs among the various AWP cases.

6. Kline & Specter and Hagens Berman will make best efforts to cause the states they represent in the AWP litigation to associate the current MDL co-leads and Kline & Specter as co-leads in each state's case. If this cannot be accomplished, Kline & Specter and Hagens Berman will make best efforts to have the current co-leads and Kline & Specter associate formally or informally in each state's AWP case. Fees and costs attributed to the state cases will be divided according to principles of equity and fairness.
7. The compensation of the current co-leads and Kline & Specter for time and costs will be by mutual agreement. If agreement cannot be achieved, compensation will be set by binding arbitration. The arbitrator will be selected by agreement. If agreement cannot be achieved on the identity of the arbitrator, the arbitrator will be selected by the presiding judge of the case in which there is no agreement. All aspects of the arbitration will be confidential.
8. This agreement is not dependent on the Court in MDL 1456 appointing Kline & Specter as an additional co-lead. If Kline & Specter is not appointed as an additional co-lead, the agreements outlined herein will not be affected.
9. All co-leads and Kline & Specter may use the work product, experts and fruits of any and all AWP cases in any and all other AWP cases, subject to the provisions above.
10. Kent Williams, Adam Levy and the firm of Jennings Haug will be invited to participate in MDL 1456 as a non co-lead.
11. No party shall be considered to be the drafter of this agreement.